		Page 1
1	IN THE UNITED STATES	DISTRICT COURT
	FOR THE EASTERN DIS	TRICT OF TEXAS
2	MARSHALL DI	VISION
3	PATTY BEALL, MATTHEW)	
	MAXWELL, DAVID GRAVLEY,)	
4	TALINA MCELHANY, KELLY)	
	HAMPTON, KEVIN TULLOS,)	
5	CASEY BROWN, JASON BONNER,)	
	ANTHONY DODD, ILENE)	
6	MEYERS, TOM O'HAVER, JOY)	
7	BIBLES, DON LOCCHI AND)	
7	MELISSA PASTOR,) Individually and on behalf)	CIVII ACTION
8	of all others similarly)	CIVIL WOLLOW
	-	NO.: 2:08-CV-422 TJW
9)	10. 2 00 00 122 1911
	PLAINTIFFS,	
10)	
	VS.	
11)	
)	
12	TYLER TECHNOLOGIES, INC.)	
	AND EDP ENTERPRISES, INC.,)	
13)	
1.4	DEFENDANTS.)	
14		
16	ORAL DEPOSIT	TON OF
17	MELANIE B	
18	APRIL 26,	
19		
20		
21	ORAL DEPOSITION OF MELANIE	BAIRD, produced as a
	witness at the instance of the	DEFENDANTS, and duly
22	sworn, was taken in the above-s	-
	on the 26th day of April, 2010,	-
23	4:30 p.m., before Elaine Fowler	
	State of Texas, reported by mac	
24	offices of Cathy Sosebee & Asso	
2 =	Lane, Lubbock, Texas, pursuant	
25	Civil Procedure and the provisi	ons stated on the record

	Page 17
1	support? What is the business of Tyler?
2	A. They design software for governments so they
3	can operate.
4	Q. But the time you were employed as software
5	support, the software that Tyler sold to the municipal
6	government, those clients would then call you if they
7	had questions about the software?
8	A. Questions or problems.
9	Q. And did I understand you that those problems or
10	concerns would be communicated to you by the customer or
11	the client making a telephone call to you?
12	A. They would call into a phone queue.
13	Q. And when you say phone queue, tell the jury
14	what you mean by that.
15	A. Where they call in and their call is taken in
16	the order it was received.
17	Q. So you never knew what call you were going to
18	receive when you answered a telephone call?
19	A. That is correct.
20	Q. How long did you remain in the software support
21	specialist position?
22	A. Approximately four years.
23	Q. When you first became employed by Tyler your
24	starting salary was around \$28,000; is that right?
25	A. Yes.

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1	Q. But by the time you resigned in 2008 you had
2	received several raises; is that right?
3	A. Yes.
4	Q. And your ending salary was about \$34,984 per
5	year?
6	A. Something like that.
7	Q. As an implementation specialist, what was your
8	job duty and responsibility?
9	A. As an implementation specialist I worked with
10	the project managers to implement contracts.
11	Q. Tell me what that means, implementing
12	contracts.
13	A. Okay. Marketing would sell the applications to
14	the customer and then implementation, we project
15	managers would, you know, work out the details with the
16	customers and then we would configure the software into
17	a conversion and then train them on the application.
18	Q. So as an implementation specialist, one of your
19	jobs was to convert and configure; is that right?
20	A. I didn't work on the conversions as much as the
21	trainers did.
22	Q. Did you ever work on conversions?
23	A. I would help them in a conversion, I would
24	help them figure out what information needed to go in
25	which field in the software. So, yes, I did work on

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1	A. That was Dane Womble and Dyke Ellison, and
2	Becky Stevens was also in the room. She was my
3	supervisor in support.
4	Q. Did she continue to be your supervisor when you
5	became an implementation specialist?
6	A. No.
7	Q. What do you remember Dyke and Dane telling you
8	about the requirements or the duties and
9	responsibilities of a job as an implementation
10	specialist?
11	A. They actually did not explain what the job
12	would entail. I was told that once I went over to
13	implementation they would explain everything to me then.
14	Nothing was ever this is your duty. Things built up
15	as time went.
16	Q. When you first became software support employee
17	with Tyler, were you a salaried employee?
18	A. Yes.
19	Q. And you were getting a fixed salary? You were
20	getting the same salary week after week after week?
21	A. Yes.
22	Q. And when you became an implementation
23	specialist, were you still getting paid a fixed salary?
24	A. Yes.
25	Q. And your salary wasn't changing week by week?

	Page 110
1	A. No.
2	Q. And you were not getting any overtime pay for
3	any hours worked over 40 hours?
4	A. I always knew that we weren't getting it; I
5	just never knew why.
6	Q. Had you ever been a salaried employee before
7	becoming a salaried employee with Tyler?
8	A. No.
9	Q. Had you always been paid by the hour before
10	then?
11	A. Yes.
12	Q. Who were you working with before?
13	A. Fireman's Fund Agribusiness. It was a crop
14	insurance company.
15	Q. What was your position with them?
16	A. Do you want when I first started or when I
17	ended with them?
18	Q. Let's start with when you first started.
19	A. When I first started it was data processing,
20	then it was premium accountant.
21	Q. Premium accounting or accountant?
22	A. Accountant.
23	Q. So you were an accountant with them, or what
24	did that mean?
25	A. It meant I did handle the majority of the

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1	accounting functions for our regional office, but I also
2	handled the billing and the payments when they came in.
3	Q. When you were being interviewed for a position
4	with Tyler, during the interview process were you told
5	that you were going to be receiving a salary and not
6	overtime pay?
7	A. No.
8	Q. So when did you first become aware that you
9	were not getting paid overtime pay for the hours worked
10	over 40?
11	A. When I started working at Tyler and I asked if
12	we got overtime pay and I was told no.
13	Q. And you realized that even if you worked 45
14	hours you were still getting the same salary as if you
15	worked 40 hours per week, right?
16	A. That was the way it was explained to me.
17	Q. But, in fact, was it reflected in your paycheck
18	that the pay didn't change no matter how many hours you
19	worked?
20	A. That is correct.
21	Q. And did your hours change as well? Were you
22	working a set number of hours per week or were they
23	different?
24	A. The hours that we were, you know, required to
25	work was 8 to 5. But if you didn't complete something,

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1	they would ask, you know, why didn't you stay over and
2	do that.
3	Q. So your hours, depending on your work load,
4	would change week to week, right?
5	A. Yes.
6	Q. It was possible one week you worked 40 and one
7	week you worked 45, for example, correct?
8	A. Yes.
9	Q. (And did you ever work less than 40 hours per
10	week?
11	A. Only if I took like a day off in the middle of
12	the week. But not when I worked five days, no.
13	Q. Did you ever make any complaints to anybody at
14	Tyler about overtime pay?
15	A. I expressed my concerns to Dane Womble.
16	Q. Tell me what you told Dane Womble.
17	A. I just told him that, you know, I worked well
18	over 40 hours a week and I felt I should have been
19	compensated for that, and he said we don't do that.
20	Q. So when you said you felt like you should be
21	compensated, you were referring to overtime pay?
22	A. Yes.
23	Q. What were the maximum number of hours that you
24	worked in a given week?
25	A. Like any week?

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                IN THE UNITED STATES DISTRICT COURT
                 FOR THE EASTERN DISTRICT OF TEXAS
                         MARSHALL DIVISION
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    MELISSA PASTOR,
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                    PLAINTIFFS,
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     VS.
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     TYLER TECHNOLOGIES, INC.
    AND EDP ENTERPRISES, INC.,
12
13
                    DEFENDANTS.
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15
                     REPORTER'S CERTIFICATION
16
                    DEPOSITION OF MELANIE BAIRD
                          APRIL 26, 2010
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          I, Elaine Fowler, Certified Shorthand Reporter in
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19
     and for the State of Texas, hereby certify to the
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     following:
          That the witness, MELANIE BAIRD, was duly sworn by
21
     the officer and that the transcript of the oral
22
     deposition is a true record of the testimony given by
23
2.4
     the witness;
25
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1	That the deposition transcript was submitted on
2	May 7, 2010 to the witness or to the attorney for the
3	witness for examination, signature and return to me by
4	;
5	
6	That the amount of time used by each party at the
7	deposition is as follows:
8	MS. FARIN KHOSRAVI - 2 hours 51 minutes
9	MS. CHANDRA HOLMES RAY - 7 minutes
10	That pursuant to information given to the
11	deposition officer at the time said testimony was taken,
12	the following includes counsel for all parties of
13	record:
14	MS. CHANDRA L. HOLMES RAY, Attorney for Plaintiffs
15	MS. FARIN KHOSRAVI, Attorney for Defendants
16	
17	That \$ is the deposition officer's
18	charges to the Defendants for preparing the original
19	deposition transcript and any copies of exhibits;
20	
21	I further certify that I am neither counsel for,
22	related to, nor employed by any of the parties or
23	attorneys in the action in which this proceeding was
24	taken, and further that I am not financially or
25	otherwise interested in the outcome of the action.

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1	Certified to by me this 7th day of May, 2010.
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4	
	ELAINE FOWLER, CSR, No. 5881
5	Expiration Date: 12/31/2011
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